

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Lease Agreements with Deputy Buxton (Lake Okahumpka Park) and SGT Day (Lake Panasoffkee Park)

REQUESTED ACTION: **Terminate the Existing Leases and Board's Option Related
Approving New Lease(s)**

☐ Work Session (Report Only)

☒ Regular Meeting

DATE OF MEETING: 5/10/2011

☐ Special Meeting

CONTRACT: ☒ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: N/A

☐ Annual

☐ Capital

☒ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

As noted in the attached documentation, there is a clear benefit from Deputy Buxton's residential lease at Lake Okahumpka including the patrol vehicle presence, Deputy Buxton's arrest power capabilities for any trespass issues, and most importantly his closing of the park gate each evening.

I recommend that the termination lease occur with a new lease proposed that provides a specific term, better defines the beneficial activities that are required to offset the absence of rent, and finally an indemnification clause.

As noted in the attached documentation, the benefit from SGT Day's residential lease at Lake Panasoffkee is not as clear.

Board's Option to terminate the lease or terminate the lease with a renewal lease that provides a specific term, better defines the beneficial activities that are required to offset the absence of rent, and finally an indemnification clause.

Douglas, Jessica

From: Arnold, Bradley
Sent: Monday, May 02, 2011 10:26 AM
To: @County Commissioners
Subject: FW: Deputies at Lake Pan Lake Okahumpka

-----Original Message-----

From: Cottrell, Scott
Sent: Monday, May 02, 2011 10:22 AM
To: Arnold, Bradley
Subject: Deputies at Lake Pan Lake Okahumpka

Bradley,

We do not have hard data on the benefits of the deputies. Anecdotaly, at Lake Okahumpka they open and close the gates at sunrise/sundown which saves us OT for someone to do it, both during the week and weekends, and empirically the vandalism level at Lake Okahumpka is under control because of the deputies presence.

See all below.

Scott

Scott B. Cottrell, PE
Public Works Director
319 E. Anderson Ave.
Bushnell, FL 33513
352-569-6700

-----Original Message-----

From: Root, Bruce
Sent: Friday, April 29, 2011 7:55 AM
To: Cottrell, Scott
Subject: RE: Lease -Lake Pan SCSO deputy

I spoke with Ms. Day on 4/27,28/2011 about different problems that have arose at the Lake Pan Rec Park and she stated that on numerous occasions she has contacted whom ever was on patrol in that area directly by two way communications to have them patrol the park about suspicious activities. I informed her to e-mail me with any activities that she performs as security in the park from now on so there will be a record of all and any problems that arise in the park. Without any report to myself I have no way of knowing what benefit her presents are at the park, but after discussing the matter at hand with her I have a clearer idea of the benefits of having her for security at the park.

Lake Okahumpka Security is beneficial for gate closing at sunset and opening at sunrise seven days a week for the security of the park and with the presents of a deputy living in plan view of the park the vandalism is minimal and it is my opinion that without the deputy living in the area vandalism would be higher. I have received numerous calls from the Buxton's about suspicious activities in the park and the action they have taken to minimize them. Mrs. Buxton is a dispatcher for the sheriff's department and has called me on different items that weren't related to the park that were helpful in maintaining safety and long term destruction of county property.

It is my opinion that it is vital to the security and the well being of these parks to have security on the premises. I feel that vandalism would increase and the cost of man hours and materials to fix damages caused by vandalism would increase without their presents.

New contact information below

Bruce Root (Crew Leader)
319 E. Anderson Ave.
Bushnell, FL 33513
Ph: (352)569-6700
Fx: (352)569-6701
Cell:(352)303-0116
bruce.root@sumtercountyfl.gov

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-----Original Message-----

From: Cottrell, Scott
Sent: Friday, April 29, 2011 7:11 AM
To: Root, Bruce
Subject: FW: Lease -Lake Pan SCSO deputy

Please review and comment.

Scott B. Cottrell, PE
Public Works Director
319 E. Anderson Ave.
Bushnell, FL 33513
352-569-6700

-----Original Message-----

From: Arnold, Bradley
Sent: Thursday, April 28, 2011 10:37 AM
To: @County Commissioners
Cc: Cottrell, Scott; jday@sumtercountysheriff.org
Subject: FW: Lease

FYI

-----Original Message-----

From: Julianne P. Day [mailto:JDay@sumtercountysheriff.org]
Sent: Thursday, April 28, 2011 10:02 AM
To: Arnold, Bradley
Subject: Lease

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<<image0030.tif>> <<image0031.tif>>

Juliane P. Day MS, CJM, CAP
P.O. Box 1484
Bushnell, Florida 33513

April 28, 2011

To whom it may concern;

I have been living on the security lot at the Lake Panasoffkee Recreation Park since 2006. The park has made some awesome improvements with the soccer fields, resurfacing the basketball and tennis courts, walking track, and rebuilding the dugouts. The park is utilized a great deal by the citizens of Sumter County. I have performed the following task in relation to the park.

- ü Walk the park to exhibit law enforcement presence.
- ü Notify patrol in the area to any suspicious activities.
- ü On four occasions, I have activated 911 services to the park.
- ü Unlock the Community Building when patrons have accidentally locked themselves out.
- ü Unlock bathrooms
- ü Communicate with the Parks and Recreation Department when large schedule events are scheduled; such as C.A.T.S. (trash amnesty day).
- ü While construction is in progress during the various projects being completed, the heavy equipment is stored inside the gate around my home for security.
- ü Turning off the lights at the fields or basketball courts when the timers are not working.
- ü During Baseball and Soccer season, I have spoke with the citizens participating and any issues or concerns I have forwarded to Mr. Bruce Root.
- ü Monitor that no skateboarding or bicycling is done on the basketball courts.
- ü Monitor activities after dark; inform patrons that the park closes after sundown. Try to discourage mischief.

I have two children (9 and 12), we, as a family, are at the park a great deal. It is very busy on the weekends with birthday parties, baseball, and soccer. The Community Building is occupied nearly everyday. I will continue to serve the citizens and the Board of County Commissioners with diligence.

Sincerely,

Juliane Day

LEASE AGREEMENT

THIS AGREEMENT, made this 31 day of October, 2000, between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, hereinafter referred to as "Board", and MICHAEL BUXTON, hereinafter referred to as "Lessee".

WHEREAS, the Board owns or controls certain land known as Lake Okahumpka Park on SR 44 near Wildwood, which is currently utilized for public purposes, and

WHEREAS, the potential for vandalism exists at said property due to its proximity to public roads, and

WHEREAS, the Board desires to have someone live on said property in order to cut down on vandalism,

NOW, THEREFORE, the parties agree as follows:

1. The Board hereby leases to the Lessee a portion of the above described property as designated by the County Administrator for residential purposes only.

2. The Lessee shall not be required to pay any rent for the use of said property.

3. The Board agrees to furnish a well, pump, or water from another source, a power pole, septic tank and drain field free of charge for use by the Lessee. These items of improvement shall remain permanent improvements of the land and shall not be owned by the Lessee. If Lessee terminates this lease, these items of improvement shall remain with the property.

4. The Lessee shall install on property designated by the Board a mobile home or RV which must meet all requirements of Sumter County. The Lessee shall be responsible for all installation costs including connection to utilities furnished by the Board. The Lessee shall pay all charges for utilities and telephone.

5. In consideration for providing the above described items, the Lessee shall serve as watchman for the Board on the above described parcel. The Lessee shall notify the appropriate officials, Sumter County Sheriff, fire departments, etc. of any vandalism, unusual activity, improper or illegal gatherings, etc. which may take place on the subject property from time to time. The Lessee shall not take the law into his own hands and shall not attempt to disperse any crowd which may gather. The Lessee shall have no jurisdiction over the use of said park as his sole authority is to report incidents which may take place. The Lessee shall not have the authority to order anyone from the premises other than the immediate surroundings of his mobile home and the land found within the fence surrounding his mobile home.

6. The Lessee shall maintain his mobile home or RV and the property surrounding his mobile home in a clean and orderly fashion.

7. The Lessee shall not be construed to be an agent or employee of the Board. The Lessee shall be construed only to be a lessee with the authority to report incidents which may take place in the park.

8. The Lessee shall not be responsible for any damage which may occur to the park nor shall the Board be responsible for any damage which may occur to property owned by the Lessee including

mobile home, automobiles or any other property in and around said mobile home.

9. Either party may terminate this lease upon 30 days notice. In the event the Lessee fails to provide the watchman services as called for in this Lease Agreement, the Board may terminate this lease for any reason or for no reason at all upon 30 days notice. Lessee shall not assign or sub lease all or any portion of this lease. This lease is personal to lessee.

10. Upon termination of this lease for any reason, the Lessee shall promptly remove the mobile home and any and all other property owned by the Lessee from the property. The property leased hereunder shall be left in a clean and orderly fashion upon termination.

11. The Lessee shall make no unlawful, improper or offensive use of the premises. The Lessee shall not assign this lease or sublet any part of said premises without the prior written consent of the Board.

12. The parties hereby agree that if default shall be made in any of the terms of this lease, and if this lease is terminated under the provision of this lease for any reason, the Board shall be entitled to immediately re-enter and retake possession of the leased premises. If court action is required, the prevailing party shall be entitled to all court costs and a reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



GLORIA HAYWARD
Clerk of Circuit Court

Jean Kirkpatrick
DEPUTY CLERK

[Signature]
Witness

Marsha Marty
Witness

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

Benny Strickland
BENNY STRICKLAND - Chairman

Michael R. Buxton
MICHAEL BUXTON

4-26-11
CA Report #13,
JSS

LEASE AGREEMENT

THIS AGREEMENT, made this 11th day of October, 2005, between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, hereinafter referred to as "Board", and Juliane Day, hereinafter referred to as "Lessee".

WHEREAS, the Board owns or controls certain land known as Lake Panasoffkee Recreation Park, located on the north side of CR 459 in Lake Panasoffkee, Florida, which is currently utilized for public purposes, and due to its proximity to public roads, and

WHEREAS, the Board desires to have someone reside on said property at lot address of 1600 CR 459, Lake Panasoffkee, FL 33538, in order to cut down on vandalism,

NOW, THEREFORE, the parties agree as follows:

1. The Board hereby leases to the Lessee a portion of the above described property as designated by the County Administrator for residential purposes only.
2. The Lessee shall not be required to pay any rent for the use of said property.
3. The Board agrees to furnish a well, pump, or water from another source, a power pole, septic tank, drain field and fencing (type and size to be determined Board or designee) free of charge for use by the Lessee. These items of improvement shall remain permanent improvements of the land and shall not be owned by the Lessee. If Lessee terminates this lease, these items of improvement shall remain with the property.
4. The Lessee shall install on property designated by the Board a mobile home which must meet all requirements of Sumter County. The Lessee shall be responsible for all installation costs including connection to utilities furnished by the Board. The Lessee shall pay all charges for utilities and telephone. Should the mobile home need to be moved due to flooding or otherwise unsuitable conditions of the site selected, Lessee shall be responsible for costs of moving and re-setting up the mobile home. Lessor shall be responsible for moving utilities to the new location.
5. In consideration for providing the above described items, the Lessee shall serve as watchman for the Board on the above described parcel. The Lessee shall notify the appropriate officials, Sumter County Sheriff, fire departments, etc. of any vandalism, unusual activity, improper or illegal gatherings, etc. which may take place on the subject property from time to time. The Lessee shall not take the law into his own hands and shall not attempt to disperse any crowd which may gather. The Lessee shall have no jurisdiction over the use of said park as his sole authority is to report incidents which may take place. The Lessee shall not have the authority to order anyone from the premises other than the immediate surrounding of his mobile home and the land found within the fence surrounding his mobile home.
6. The Lessee shall maintain his mobile home and the property surrounding his mobile home in a well maintained, clean, and orderly fashion. The Board and its agents have the right to enter the grounds to ensure compliance with the lease agreement.
7. The lessee shall not be construed to be an agent or employee of the Board. The Lessee shall be construed only to be a lessee with the authority to report incidents which may take place in the park.
8. The lessee shall not be responsible for any damage which may occur to the park nor shall the Board be responsible for any damage which may occur to property owned by the

Lessee including mobile home, automobiles or any other property in and around said mobile home.

9. Either party may terminate this lease upon 30 days notice. In the event the Lessee fails to provide the watchman services as called for in this Lease Agreement, the Board may terminate this lease for any reason or for no reason at all upon 30 days notice. This lease is personal to lessee.

10. Upon termination of this lease for any reason, the Lessee shall promptly remove the mobile home and any and all other property owned by the Lessee from the property. The property leased hereunder shall be left in a clean and orderly fashion upon termination.

11. The Lessee shall make no unlawful, improper or offensive use of the premises. The Lessee shall not assign this lease or sublet any part of said premises without the prior written consent of the Board.

12. The parties hereby agree that if default shall be made in any of the terms of this lease, and if this lease is terminated under the provision of this lease for any reason, the Board shall be entitled to immediately re-enter and retake possession of the leased premises. If court action is required, the prevailing party shall be entitled to all court costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST: GLORIA HAYWARD
Clerk of Circuit Court



Gloria Hayward
DEPUTY CLERK

Lanya Bennett
Witness

Rita Hank
Witness

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

Joey A. Chandler
JOEY A. CHANDLER, CHAIRMAN

Juliane Day
LESSEE

Arnold, Bradley

From: Arnold, Bradley
Sent: Wednesday, April 27, 2011 1:14 PM
To: 'Juliane P. Day'; 'mbuxton@sumtercountysheriff.org'
Cc: Jordan, Jack; George Angelidas (countyattorney.sumtercounty.fl@hoganlawfirm.com); @County Commissioners; Cottrell, Scott
Subject: Lease Agreement

Ms. Day & Mr. Buxton,

The 2005 and 2000 leases that each of you entered into with the Board of County Commissioners of Sumter County (BOCC), Florida was discussed at their meeting last night. I raised the point of these leases for the following reasons:

1. The majority of the Board members were not aware of the leases and this was an awareness opportunity.
2. There is no term on the lease agreement and should have one.
3. There is indemnification clause or other liability protection for the BOCC.
4. There is no specific gauge of return on the investment that the BOCC is gaining (Lake Okahumpka is understood to be gated and locked by Mr. Buxton each evening which is a financial benefit).

The BOCC acknowledged their awareness now of the leases and directed me to prepare options for consideration by the BOCC that at least addresses items 2-4 above. It is my intent to provide three options for the BOCC:

1. Terminate the lease(s)
2. Terminate the lease(s) and enter into new lease(s) that satisfy the concerns listed in items 2-4 above
3. Terminate the lease(s) and enter into new lease(s) that satisfy the concerns listed in items 2-4 above as well as specifying additional duties as consideration to the BOCC.

I plan to have this on the agenda of the May 10, 2011 BOCC meeting for their consideration. The meeting location will be 910 N. Main Street, Bushnell, Room 142 and the meeting starts at 5:00PM.

Bradley Arnold
County Administrator

Morrison, Chris

From: Arnold, Bradley
Sent: Tuesday, April 19, 2011 10:55 AM
To: Morrison, Chris
Subject: Fw: Park Lease to Sheriff Deputies

Add this email

From: George Angeliadis <george@hoganlawfirm.com>
To: Arnold, Bradley
Sent: Tue Apr 19 10:45:53 2011
Subject: RE: Park Lease to Sheriff Deputies

Brad, I agree with your interpretation. There is currently no termination date in these leases. In addition, because this is a lease situation, Chapter 83 F.S. may apply. Also, I do not know how the services being provided as consideration are being evaluated. In any event, if the BOCC wishes, we can draft a new lease, incorporating a termination date and extensions, and also include nominal rent.

GGA

From: Arnold, Bradley [mailto:Bradley.Arnold@sumtercountyfl.gov]
Sent: Monday, April 18, 2011 2:43 PM
To: @County Commissioners
Cc: George Angeliadis; Douglas, Jessica
Subject: FW: Park Lease to Sheriff Deputies

Gentlemen,

I will have these two leases on the agenda under my reports for direction. I do not know the BOCC's present view of the "no rent" lease arrangements and I do not see termination date on the agreements only a termination provision. These were before my time with Sumter County but could be a point of concern now and in the future.

Bradley

From: Chavez, Tina
Sent: Monday, April 18, 2011 2:30 PM
To: Arnold, Bradley
Cc: Bisner, Art; Howell, Sandee
Subject: RE: Park Lease to Sheriff Deputies

Just to cover all bases:

I contacted Connie Webb – she searched her records and did not find any additional leases.
I contacted Parks – they are not aware of any additional leases.

Tina Chavez

Sumter County Board of County Commissioners
Financial Services Department

7375 Powell Rd. Ste 206
Wildwood, FL 34785
Phone: (352) 689-4435
Fax: (352) 689-4436

www.sumtercountyfl.gov

From: Howell, Sandee
Sent: Monday, April 18, 2011 7:54 AM
To: Chavez, Tina
Cc: Bisner, Art
Subject: FW: Park Lease to Sherrif Deputies

Tina,
Can you please work on this and have by the end of day if it doesn't conflict w/higher priority items.

From: Arnold, Bradley
Sent: Monday, April 18, 2011 6:08 AM
To: Howell, Sandee
Subject: FW: Park Lease to Sherrif Deputies

Sandee,

Can you pull up all of the leases we have with the individuals that are "housed" at our recreation complexes? Thanks!

Bradley

***** Important Notice *****

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.